

**COMMONWEALTH OF KENTUCKY
DEPARTMENT OF FINANCIAL INSTITUTIONS**

SURETY BOND FOR DEFERRED DEPOSIT SERVICE/CHECK CASHER

KNOW ALL PERSONS BY THESE PRESENTS:

That _____
(Applicant's Name)

With place of business at _____
(Applicant's address),

City of _____, County of _____, State of _____
_____, as Principal, and _____, as
Surety, a corporation incorporated under the laws of _____ and authorized to transact
surety business in Kentucky, are held and firmly bound unto the Commissioner, Department of
Financial Institutions, Commonwealth of Kentucky, as Obligee, for the use and benefit of any
person, as that term is defined in KRS 286.9-010, in the full penal sum of _____
_____ thousand dollars (\$_____) lawful money of the United States, the payment
of which Principal and Surety, jointly and severally bind themselves, their heirs, executors,
administrators, successors, assigns, and legal representatives. The dollar amount of this surety
bond shall be in accordance with KRS 286.9-040.

This obligation is being entered into because the Principal has applied or is about to apply
to the Department of Financial Institutions, Commonwealth of Kentucky for a license to transact
the business of deferred deposit service/check casher in Kentucky pursuant to the provisions of
KRS Chapter 286.9, of the "Kentucky Financial Services Code", as amended and any regulations
promulgated thereunder.

**SECTION ONE
CONDITION OF OBLIGATION**

- A. If Principal fully complies with the provisions of KRS Chapter 286.9 and with all
regulations and orders promulgated thereunder, and if Principal fully satisfies and
discharges all judgments or decrees rendered against Principal by a court of competent
jurisdiction in a suit brought by any aggrieved person in which it is found that Principal
violated a provision of KRS Chapter 286.9, then this obligation shall be null and void,
otherwise the obligation shall remain in full force and effect.
- B. Surety agrees that if the Obligee determines that the Principal has violated any provision
of KRS Chapter 286.9, or the regulations promulgated thereunder, and issues an order
instructing the Principal to pay certain monies to a claimant and/or the Department of
Financial Institutions by a date certain, Surety will, upon notice from the Obligee that

such amount has not been paid by Principal remit the payment as instructed by the Obligee.

- C. In order for liability to attach to Surety, a suit or action to enforce any liability on this bond must be brought within three (3) years after the act upon which the suit or action is based.

SECTION TWO DURATION

This obligation shall run continuously and shall remain in full force and effect until and unless the bond is terminated and canceled as provided herein or as otherwise provided by law.

SECTION THREE TERMINATION

Surety may terminate its obligation hereunder by giving thirty (30) days written notice to Obligee and to Principal, but such notice shall not affect this agreement with respect to any obligation which may have arisen prior to the receipt of such notice by Obligee.

SECTION FOUR EXTENT OF LIABILITY

The maximum amount of liability of surety by virtue of this obligation shall be no more than _____ thousand dollars (\$_0,000).

SECTION FIVE RECOVERY OF ATTORNEYS' FEES

If any proceedings are brought to enforce the obligations agreed to herein, such reasonable attorneys' fees as the court may award shall be allowed to Obligee.

In Witness Whereof, Principal and Surety have executed this bond at _____
(place of execution) on this ____ day of _____, 20____.

Name of Principal

BY: _____

Name and Title

(SEAL)

Name of Surety

Address of Surety

BY: _____

Name and Title

(If Attorney-In-Fact, must attach valid
Power of Attorney from Surety)

STATE OF _____

COUNTY OF _____

Subscribed, acknowledged, and sworn to before me by _____
and _____ this ____ day of _____, _____.

NOTARY PUBLIC - STATE AT LARGE
My Commission Expires: _____